



JOHN L. SCOTT, SHERIFF

**County of Los Angeles**  
**Sheriff's Department Headquarters**  
**4700 Ramona Boulevard**  
**Monterey Park, California 91754-2169**



*A Tradition of Service*

June 10, 2014

The Honorable Board of Supervisors  
 County of Los Angeles  
 383 Kenneth Hahn Hall of Administration  
 Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
 COUNTY OF LOS ANGELES

61 June 10, 2014

*Sachi A. Hamai*  
 SACHI A. HAMAI  
 EXECUTIVE OFFICER

**GENERAL LAW ENFORCEMENT AND SECURITY SERVICES  
 AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND  
 THE LOS ANGELES COMMUNITY COLLEGE DISTRICT  
 (ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County Sheriff's Department (Department) seeks approval of a General Law Enforcement and Security Services Agreement (Agreement) between the County of Los Angeles (County) and the Los Angeles Community College District (LACCD) for the continued provision of General Law Enforcement and Security Services (Services) by the Department for a period of one year from July 1, 2014, through June 30, 2015.

**IT IS RECOMMENDED THAT THE BOARD:**

Approve and instruct the Chairman of the Board to execute the attached Agreement between the County and the LACCD from July 1, 2014, through June 30, 2015, at the estimated cost of \$16,831,486 for the Fiscal Year (FY) 2014-15, based on the County's Auditor-Controller's current Community College District's contract billing rates.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Department seeks Board approval of the attached Agreement by and between the County and the LACCD. The LACCD has requested a one-year renewal of this Agreement for the continued provision of Services by the Department for LACCD's nine campuses. The current Agreement will expire on June 30, 2014.

**Implementation of Strategic Plan Goals**

This Agreement relates to the County's Strategic Plan, Goal 3, Integrated Services Delivery, by

maintaining a law enforcement presence on LACCD's nine campuses located throughout the County, and to provide security for the faculty, staff, and students.

### **FISCAL IMPACT/FINANCING**

None. There is no net County cost to this Agreement due to offsetting revenue from the LACCD. The billing rates, as determined by the County's Auditor-Controller, recover all direct and indirect overhead costs associated with the provision of the Services.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County's Charter Section 56-3/4 allows for contracts between counties and districts for the performance of district functions by the County. The Department has successfully provided Services for LACCD's nine campuses throughout the County since January 2001.

The term of the Agreement shall be for one year from July 1, 2014, through June 30, 2015. The total estimated cost of the Services is \$16,831,486. Either party may terminate the Agreement with 180 calendar days advance written notice. The Agreement provides for mutual indemnification of the parties.

The attached Agreement has been approved as to form by County Counsel.

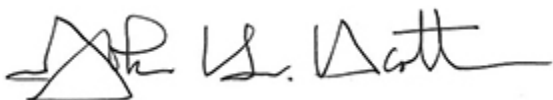
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This contract renewal will have no negative impact upon law enforcement services in the unincorporated areas of the County.

### **CONCLUSION**

Upon Board Approval, it is requested that the Executive Officer-Clerk of the Board return two originally executed Agreements to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in dark ink, appearing to read "John L. Scott". The signature is stylized with a large, looped initial "J" and a long, horizontal flourish at the end.

JOHN L. SCOTT

Sheriff

JLS:RTM:EA:ea

Enclosures

**GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LOS ANGELES COMMUNITY COLLEGE DISTRICT**

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**GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LOS ANGELES COMMUNITY COLLEGE DISTRICT**

THIS General Law Enforcement and Security Services Agreement ("Agreement") is entered into this 10th day of June, 2014, by and between the COUNTY OF LOS ANGELES("County") and the LOS ANGELES COMMUNITY COLLEGE DISTRICT ("District.")

**RECITALS**

Whereas, the District is desirous of contracting with the County for the performance of the general law enforcement and security services described herein by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and

Whereas, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and

Whereas, this Agreement is authorized and provided for by the provisions of Section 56-3/4 of the Charter of the County of Los Angeles.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

**1.0 SCOPE OF SERVICES**

- 1.1 The County agrees, through the Sheriff's Department, to provide general law enforcement and security services within the corporate limits of the District to the extent and in the manner hereinafter set forth in this Agreement, including Appendix A (Los Angeles Community College District Law Enforcement and Security Plan), which is attached hereto and incorporated herein.

- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of Los Angeles County ("Sheriff") under the Charter of the County and the statutes of the State of California, and security services shall encompass other services in the field of public safety, law, or related fields within the legal power of the Sheriff to provide, including but not limited to: maintaining the security of District buildings and property; attending meetings and other gatherings to maintain order; patrolling campus grounds and parking lots; observing and reporting facility problems, safety hazards, and other matters that need to be given further attention by District personnel; and responding to incidents that require the administration of first aid.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as Chief of Police of the District and shall perform the functions of the Chief of Police at the direction of the District.
- 2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County. In addition to the standards of performance customarily applied by the Sheriff, the standards presented in Appendix A (Los Angeles Community College District Law Enforcement and Security Services Plan) of this Agreement shall also be used to assess the performance of Sheriff's personnel under this Agreement.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the District shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the District.

- 2.4 With regard to Paragraph 2.3 above, the Sheriff's Department, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.
- 2.5 All District employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the District and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims any kind from the County based on this Agreement. No District employee as such shall become an employee of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the District and County.
- 2.6 When performing services and functions, pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the District while performing such service for the District, as long as the service is within the scope of this Agreement and is a community college police or security function.
- 2.7 The District shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said District. Except as herein otherwise specified, the District shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the District.
- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 DEPLOYMENT OF PERSONNEL**

- 3.1 Services performed hereunder and specifically requested by the District shall be developed in conjunction with the Sheriff's Department and shall be as indicated on Appendix B (SH-AD 575 Deployment of Personnel Form) of this Agreement.
- 3.2 A new Appendix B (SH-AD 575 Deployment of Personnel Form) shall be authorized and signed annually by the District and the Sheriff's Department each July 1, and attached hereto as an Amendment to this Agreement.
- 3.3 Should the District request a change in level of service other than pursuant to the annual July 1 readjustment, an additional Appendix B (SH-AD 575 Deployment of Personnel Form) shall be signed and authorized by the District and the Sheriff's Department and attached hereto as an Amendment to this Agreement.
- 3.4 The most recent dated and signed Appendix B (SH-AD 575 Deployment of Personnel Form) attached to this Agreement shall be the staffing level in effect between the County and the District.
- 3.5 The District is not limited to the services indicated in Appendix B (SH-AD 575 Deployment of Personnel Form) of this Agreement, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Such other services shall be reflected in a revised Appendix B (SH-AD 575 Deployment of Personnel Form) of this Agreement under the procedures set forth in Paragraphs 3.2 or 3.3 above.
- 3.6 General law enforcement and security services performed hereunder may include, if requested by the District, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

### **4.0 PERFORMANCE OF SERVICES**

- 4.1 For the purpose of performing said general law enforcement and security services, County shall furnish and supply all necessary labor, supervision,



equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

- 4.2 Notwithstanding the foregoing, the District may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the District which would not normally be provided by the Sheriff's Department, the District shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department shall have authority to negotiate with the District regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.
- 4.4 It is expressly further understood that in the event a District local office or building is maintained in said District pursuant to Paragraph 4.3 above, such facilities may be used by the Sheriff's Department in connection with the performance of its duties in territory outside of the District, provided, however, that (a) the performance of such outside duties shall not be at any additional cost to the District, including, but not limited to, increased operating expenses of the facilities arising from such outside duties performed by the Sheriff's Department, (b) use of the District's facilities for such outside duties shall be of an incidental nature as measured by the types of activities performed and their duration, (c) Paragraphs 5.3 and 5.4, and the provisions of Paragraph 5.5 relevant to the District's indemnity of the County, shall not apply to any liability, expense, claim, cause of action, lawsuit or damage of any kind (collectively, "Loss" for purposes of this Paragraph only) arising from or related in any way to such outside duties, (d) the County shall expressly indemnify and defend the District against any Loss arising from or related in any way to such outside duties, whether or not such Loss was caused, or alleged to be caused, by District's negligence, acts, omissions or willful misconduct, and (e) if the District, in its sole judgment, determines that



the Sheriff's Department is not complying with the aforementioned conditions, the Sheriff's Department, within thirty (30) calendar days advance written notice from the District, shall cease the use of said facilities for outside activities.

- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said District, the same shall be supplied by the District at its own cost and expense.

## **5.0 INDEMNIFICATION**

- 5.1 Except as otherwise provided for in this Agreement, neither party shall be liable for the negligent or wrongful acts or omissions of the other in the performance of this Agreement.
- 5.2 Except as otherwise provided for in this Agreement and Appendix A (Los Angeles Community College District Law Enforcement and Security Services Plan), the County shall indemnify, defend and hold harmless the District and its elected and appointed officers, directors, employees and agents from and against any and all liability, expense (including but not limited to investigative costs, defense costs and attorney's fees), claims, causes of action (including, but not limited to, causes of action related to the selection, retention, or supervision of County officers, employees or agents), and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, discrimination, harassment, emotional distress, or property damage (including property of County) arising from or connected with any alleged act and/or omission of County, its officers, directors, employees or agents occurring during the performance of this Agreement. This indemnity shall survive termination of this Agreement and/or final payment thereunder, and shall not be limited to the availability or collectability of insurance coverage or self-insurance coverage. In the event that a claim or lawsuit is served on the District alleging liability that arises from or relates to the actions or failure to act of County officers, directors,

employees and/or agents, County shall promptly assume responsibility for investigation and response to said claim or lawsuit. In the event County contends that the legal responsibility lies with the District, County shall provide the written basis for its decision to the District Office of General Counsel, as well as its investigative materials to the District in a manner that provides sufficient time for timely response by the District to third parties. Such materials are stipulated to be privileged as attorney-client communications and/or work-product in anticipation of litigation, and they shall not be discoverable by a third party unless ordered by a court of appropriate jurisdiction. In the event of a dispute over legal liability, both parties will retain all legal and equitable rights for defense and indemnity.

5.2.1 The parties acknowledge and agree that Appendix A (Los Angeles Community College District Law Enforcement and Security Services Plan) of this Agreement provides a general description of the general law enforcement and security services to be provided under this Agreement. The District understands and agrees that the general law enforcement and security services provided hereunder are unlikely to accomplish fail-proof security or to foresee, detect, prevent and or eliminate the occurrence of all crime or any wrongdoing, at any particular location or time.

5.2.2 Notwithstanding anything contained herein, the County's obligation hereunder to the District for tortious matters shall be limited by any immunity or freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to the District. This provision shall not operate to limit the County's obligation to defend and indemnify the District as to any liability, claim, action or lawsuit by any third party, nor shall this provision

operate to limit any of County's responsibilities for breach of its contractual duties under this Agreement.

5.2.3 It is the intent of the parties to this Agreement that nothing herein shall impose, nor shall be interpreted to impose, on the County any liability for injuries or death to any County employee greater than the liability imposed pursuant to the provisions of the worker's compensation laws.

5.3 Except as provided in Paragraph 4.4 if this Agreement, the District shall indemnify, defend and hold harmless County and its elected and appointed officers, directors, employees and agents from and against any and all liability, expense (including but not limited to investigative costs, defense costs and attorney's fees), claims, causes of action, (including, but not limited to, causes of action related to the selection, retention, or supervision of District officers, employees or agents) and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death personal injury, discrimination, harassment, emotional distress, or property damage (including property of District) arising from or connected with any alleged act and /or omission of District, its officers, directors, employees, or agents occurring during the performance of this Agreement. This indemnity shall survive termination of this Agreement and/or final payment thereunder, and shall not be limited to the availability or collectability of insurance coverage or self-insurance coverage.

5.4 Except as provided in Paragraph 4.4 of this Agreement, when liability is based on or alleged to be based on a dangerous condition of District property pursuant to Government Code section 830, et seq. (including but not limited to, the plan or design of the District property), District shall assume liability and defend and hold County harmless from any loss, cost, or expenses (including but not limited to defense costs and attorney's fees) unless the dangerous condition was caused by an act or omission of the County or any of its officers, employees or agents. This indemnity shall survive termination of

this Agreement and/or final payment thereunder, and shall not be limited to the availability or collectability of insurance coverage.

- 5.5 Except as provided in Paragraph 4.4 of this Agreement, by providing for indemnification by and among the parties hereto as set forth above, it is expressly understood and agreed that the provisions of California Government Code sections 895.2 and 895.6 are not applicable to this Agreement. The provisions of California Civil Code section 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein.

## **6.0 TERM OF AGREEMENT**

- 6.1 This term of this Agreement shall be from July 1, 2014 through June 30, 2015, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the District Board of Trustees, this agreement may be renewable for successive periods not to exceed five (5) years each.

## **7.0 RIGHT OF TERMINATION**

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than one-hundred twenty (120) calendar days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the District may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the District's notice to the County.
- 7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least one hundred and eighty (180) calendar days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all

obligations, which would otherwise accrue subsequent to the date of termination.

## **8.0 BILLING RATES**

- 8.1 The District shall pay the County for the services provided under the terms of this Agreement at the rates set forth on Appendix B (SH-AD 575 Deployment of Personnel Form) of this Agreement, as established by the County Auditor-Controller.
- 8.2 The rates set forth on Appendix B (SH-AD 575 Deployment of Personnel Form) of this Agreement may be reduced by the County at any time.
- 8.3 The rates set forth on Appendix B (SH-AD 575 Deployment of Personnel Form) of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1, of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.
- 8.4 The District shall be billed based on the service level provided within the parameters of Appendix B (SH-AD 575 Deployment of Personnel Form) of this Agreement.
- 8.5 The cost of other services requested pursuant to Paragraph 3.6 of this Agreement and not already set forth in Appendix B (SH-AD 575 Deployment of Personnel Form) of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors.

## **9.0 PAYMENT PROCEDURES**

- 9.1 The County, through the Sheriff's Department, shall render to said District within ten (10) calendar days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said District shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 9.2 If such payment is not delivered to the County office, which is described on said invoice within sixty (60) calendar days after the date of the invoice, the

County is entitled to recover interest thereon. For all disputed amounts, the District shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

9.3 Said interest shall be at a rate of five percent (5%), calculated from the date payment was due pursuant to Paragraphs 9.1 and 9.2 above.

#### **10.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the District.

#### **11.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

#### **12.0 AUTHORIZATION WARRANTY**

District represents and warrants that the person executing this Agreement for the District is an authorized agent who has actual authority to bind the District to each and every term, condition, and obligation of this Agreement and that all requirements of the District have been fulfilled to provide such actual authority.

#### **13.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.



#### **14.0 NOTICES**

14.1 Unless otherwise specified herein, all notices or demands require or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

14.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Captain Rick Mouwen  
4700 Ramona Boulevard  
Monterey Park, California 91754

14.3 Notices to the District shall be addressed as follows:

Los Angeles Community College District  
Attn: *Adriana Barrera, Interim Chancellor*  
Address: *770 Wilshire Blvd.*  
City, State, Zip Code *Los Angeles, CA 90017*

#### **15.0 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **16.0 WAIVER**

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

#### **17.0 ENTIRE AGREEMENT**

This Agreement, including Appendix A (Los Angeles Community College District Law Enforcement and Security Services Plan) and Appendix B (SH-AD 575



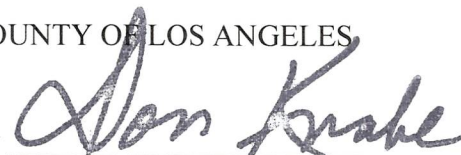
Deployment of Personnel Form), and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 10.0 (Amendments) of this Agreement and signed by both parties.

**GENERAL LAW ENFORCEMENT AND SECURITY SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
LOS ANGELES COMMUNITY COLLEGE DISTRICT**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk thereof, and the District has caused this Agreement to be executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By



DON KNABE

Chairman, Board of Supervisors

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI

Executive Officer

Clerk of the Board of Supervisors

By



Deputy

ATTEST:


SACHI HAMAI

Executive Officer-Clerk

Los Angeles County

Board of Supervisors

By



Deputy



LOS ANGELES COMMUNITY  
COLLEGE DISTRICT

By



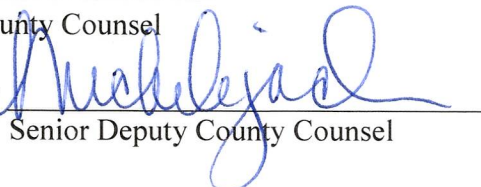
Chancellor 5/01/14

APPROVED AS TO FORM:

JOHN F. KRATTLI

County Counsel

By



Senior Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS

# 61

JUN 10 2014

  
SACHI A. HAMAI  
EXECUTIVE OFFICER

## **APPENDIX A**

### **LOS ANGELES COMMUNITY COLLEGE DISTRICT LAW ENFORCEMENT AND SECURITY SERVICES PLAN**

Services to be provided by the Sheriff's Department under  
the General Law Enforcement and Security Services Agreement by and  
between County of Los Angeles and  
Los Angeles Community College District

July 1, 2014

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## **Executive Summary**

This Appendix A (Los Angeles Community College District Law Enforcement and Security Services Plan) is made a part of the General Law Enforcement and Security Services Agreement ("Agreement") between the District and the County of Los Angeles to which it is attached. Specifically, this Appendix A (Los Angeles Community college District Law Enforcement and Security Services Plan) of the Agreement sets out the services to be provided by the Sheriff's Department, how resources will be deployed, performance measures and reporting requirements, and how the Sheriff 's Department and the District will collaborate to manage the delivery of law enforcement and security services to maximize effectiveness and efficiency.

This service level plan is to be consistent with and is designed to further articulate the use of resources as defined in the annual Appendix B (SH-AD 575 Deployment of Personnel Form) of the Agreement, which shall be approved annually by both parties.

This Appendix A (Los Angeles Community college District Law Enforcement and Security Services Plan) of the Agreement may be updated as necessary with the consent of the parties during the term of the Agreement in accordance with Section 10.0 (Amendments) of the Agreement..

## Statement of Services Provided

The District and the County agree that the following provisions shall be applicable to any determination as to the extent of the duties and functions to be rendered under the Agreement or to the level or manner of performance of such services:

1. In providing law enforcement services for the District, the Sheriff's Department's primary focus and principal jurisdiction shall be limited to law enforcement on the campuses of the District or other grounds or properties owned, operated, controlled, or administered by the District. Such law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of Los Angeles County under the Charter of the County of Los Angeles and the statutes of the state of California.
2. The Sheriff's Department will also provide security services to the District. Under no circumstances however shall the County be liable for any claims or damages whatsoever resulting from or arising out of the Sheriff's Department's or the County's failure to provide such security services. Among the security services the Sheriff's Department will perform under the Agreement are services like the following:
  - A. Observing and reporting facility problems (for example, broken windows, burnt-out lights, water leaks, and the like), safety hazards, and other matters needing attention by District personnel (for example, graffiti, or excessive litter) if such facility problems, safety hazards, and other matters needing attention are known to the Sheriff's Department personnel;
  - B. When available, investigating the whereabouts of missing equipment or property; responding to incidents requiring first aid; completing and submitting injury reports;
  - C. When available, providing security and maintaining order at meetings, hearings, rallies, and other gatherings; and
  - D. When available, rendering aid to students and others on campus who need assistance because they are having vehicle problems (e.g., dead battery, lost keys.) or who ask to be escorted to their vehicles at night or in other appropriate circumstances.
3. The Sheriff's Department personnel will also be responsible for participating in administrative proceedings when appropriate (for example, student and employee disciplinary matters); service of subpoenas on campus for the benefit of the District; timely conveyance of incident reports to the designated College administrator; receiving and processing citizens complaints about individuals employed by the Sheriff; complying with applicable laws and regulations regarding the compilation and reporting of college crime statistics; providing operational supervision of college police cadets or other non-sworn community service officers; observing the training and qualifications requirements set forth in California Education Code Section 72330 and following; participating in parking enforcement on campus; and assisting with college emergency response planning and preparedness.

4. The Sheriff's Department will reasonably accommodate the preferences of the College President in terms of the "enforcement style" adopted by the Sheriff's Department on campus, and all Sheriff's Department personnel shall become sufficiently familiar with the college which they serve, including its services and procedures, to be able to direct students and visitors to locations on campus and to assist them in finding appropriate resources on campus. The Sheriff's Department will cooperate with the District to develop and implement a training program to train its officers on applicable requirements of federal and state law, as well as District policies and procedures.

## **Police Department Structure**

Delivery of the law enforcement and security services provided for under the Agreement shall be provided in a unified fashion by a Bureau within the Sheriff's Department, under the command of a Sheriff's Captain. The specific deployment of personnel will be as specified in the annually approved Appendix B (SH-AD 575 Deployment of Personnel Form) of the Agreement.

The Sheriff's Department shall ensure that each campus is assigned a law enforcement and security services team leader as the primary contact between campus administrators and the Sheriff's Department

## **Scheduling and Stationing of Resources**

As part of the annual development of Appendix B (SH-AD 575 Deployment of Personnel Form) of the Agreement, the District and the Sheriff's Department will seek to deploy resources based on professional law enforcement and security practice, workloads, and the needs of individual District campuses. A goal in this process will be to maximize the presence of sworn and security personnel on District campuses.

Should circumstances warrant, the resource deployment may be changed with the consent of both parties. For example, if one campus is determined to have a unique crime or security problem that merits additional resources, the normal deployment arrangements may be adjusted, provided all campuses continue to receive coverage and deputy/ security officer safety is not compromised.

## **Regional Support Services**

The District will have access to regionalized support services provided by the Sheriff's Department on the same basis as cities which contract for law enforcement services. These regionalized support services are available on an as-needed basis and can be requested by the District to enhance law enforcement and security services to the



campuses. The District will be billed for such services as provided in the Agreement and under the same terms that the Sheriff's Department offers to other contract agencies.

## **Performance Measures**

The Sheriff's Department in conjunction with District staff shall evaluate the efficiency and effectiveness of law enforcement and security services through a variety of performance measures and assessment tools. These performance measures are broken down into eight (8) specific categories or objectives as follows:

- A. Prevention of Crime
- B. Responsiveness
- C. Effective Monitoring of Property
- D. Feeling of Safety
- E. Personnel Management
- F. Emergency Response Planning & Preparedness
- G. Appropriate Enforcement Style
- H. Administrative Responsiveness

The measures are to be reported to the District Director of Business Services and each campus' Vice President Administrative Services on the frequency noted. Information from the District necessary to the development of the measures will be supplied by the Vice President Administrative Services for each campus. Such measures are shaded in the tables below. The annual survey will be administered jointly by the District and the Sheriff's Department using a web-based survey tool.

It is recognized that the development and reporting is a partnership between the District and the Sheriff's Department. The District supports the use of existing information and reporting formats to the maximum extent possible and will work with the Sheriff's Department to modify reporting measures if necessary to make the reporting requirements as economical and efficient as possible.

Rows that are **shaded** indicate that the data collection and reporting will be completed by the District. Rows which are not shaded indicate measures for which the Sheriff's Department has primary responsibility.

## A. Prevention of Crime

Quality Characteristic	Specific Measure	Data Source	Frequency
1. Compliance with Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act of the United State Government.	Annual Report, defined crime statistics, access and posting requirements. <sup>1</sup>	Sheriff's records; College District information <sup>2</sup>	Annual
2. Misdemeanor Arrests	Using California Department of Justice (CDOJ) breakdown by type	LARCIS	Quarterly
3. Felony Arrests	Using CDOJ breakdown by type	LARCIS	Quarterly
4. Reported Crimes	CDOJ breakdowns as reported in FBI / California Crime Index reports	LARCIS	Annual
5. Scope of work reporting	Time spent by category of service type	Sheriff's records; Contract Minutes Report	Annual

## B. Responsiveness

Quality Characteristic	Specific Measure	Data Source	Frequency
1. Response time - emergency	Total number of emergency calls and number of emergency calls responded to within three (3) minutes <sup>3</sup>	Campus Log	Quarterly
2. Response time - routine	Total number of routine calls and number of routine calls responded to within five(5) minutes <sup>4</sup>	Campus Log	Quarterly
3. Injury reports	Number of injury reports filed and number received by college within twenty-four (24) hours	Campus Log, District campus records	Quarterly
4. <del>Perceived Responsiveness</del>	% of employees and students that report Sheriff staff are <del>very accessible</del>	<del>Annual Campus Survey</del>	<del>Annual</del>
5. Quality of response	% of employees and students that report excellent <del>satisfaction with service</del>	<del>Annual Campus Survey</del>	<del>Annual</del>

<sup>1</sup> See attached summary

<sup>2</sup> Annual report based on July 1 – June 30 Fiscal Year

<sup>3</sup> Includes response to serious injury calls

<sup>4</sup> Includes response to serious injury calls

### C. Effective Monitoring of Property

Quality Characteristic	Specific Measure	Data Source	Frequency
1. Observable facilities conditions	Number and type of facilities problems reported	Campus Log and District Maintenance Records	Quarterly
2. Parking enforcement	Number of parking tickets issued; frequency of unticketed violations	Phoenix Report and District spot checks	Annual
3. Special events	Number of special events staffed for security	Campus Log	Quarterly
4. Responses to facility alarms	Number of responses per month	Campus Log	Quarterly
5. Responses to graffiti or vandalism incidents	Number of responses per month	Campus Log	Quarterly

### D. Feeling of Safety

Quality Characteristic	Specific Measure	Data Source	Frequency
1. Maintaining order	Number of student meetings and rallies attended	Campus Log	Annual
2. Aid to vulnerable pedestrians	Number of students/others assisted due to vehicle problems; number of persons escorted to vehicles at night	Campus Log	Annual
3. Perceived safety - night	% of employees and students who feel very safe or reasonably safe walking on campus at night	Annual Campus Survey	Annual
4. Perceived safety - day	% of employees and students who feel very safe or reasonably safe walking on campus during the day	Annual Campus Survey	Annual
5. Visibility	% of employees and students who report Sheriff staff are highly visible or visible on campus	Annual Campus Survey	Annual

### E. Personnel Management

Quality Characteristic	Specific Measure	Data Source	Frequency
1. Adherence to training/qualification standards	Maintain 100% staff training compliance with EC 72330 standards	Sheriff's records:	Annual
2. Supervision of college police cadets/other non-sworn	Rate of turnover; rate of complaints received	Sheriff's records	Annual
3. Response to citizen complaints about personnel	Description and disposition of all complaints filed	Sheriff's Personnel Performance Index Report	Annual
4. Undertaking of additional training as needed	Description of training provided, dates, and classification (deputy, security officer and / or cadet) trained	Sheriff's records	Annual

## F. Emergency Response Planning & Preparedness

Quality Characteristic	Specific Measure	Data Source	Frequency
1. Readiness for emergencies	Development of an emergency response plan; training in and communication of same	Copy of current plan for each Campus prepared for Annual Report to Board of Trustees	Annual

## G. Appropriate Enforcement Style

Quality Characteristic	Specific Measure	Data Source	Frequency
1. Accommodation of College Presidents' preferences	Observations by College Presidents about Sheriff's enforcement style	Annual Internal Campus Survey	Annual
2. Interaction by Sheriff's with students and visitors	% of students who have been helped by Sheriff's personnel in other than law enforcement/security matters	Annual Internal Campus Survey	Annual
3. Understanding of applicable regulations and policies	Frequency of violation, misapplication and misinterpretation of government regulations and District policies	Annual Internal Campus Survey	Annual
4. Application of security requirements on community benefit events	Frequency of complaints regarding costs or level of security level.	Annual Internal Campus Survey	Annual
5. Professionalism	% of employees and students rating professionalism as excellent	Annual Campus Survey	Annual

## H. Administrative Responsiveness

Quality Characteristic	Specific Measure	Data Source	Frequency
1. Administrative hearings	Number of hearings attended	Campus Log; District Records	Quarterly
2. Administrative diversions	Number of disciplinary referrals per month	Campus Log	Quarterly
3. Timeliness of dissemination of incident reports	% of incident reports received within twenty-four (24) hours of incident by campus VP of Student Services	Campus Log, District Records	Annual

### ***Quarterly Reports***

The quarterly reports will be due thirty (30) calendar days after the close of each calendar year quarter of May 1, August 1, November 1 and February 1 for the fourth quarter of each year. The components of the quarterly report are listed below

<b>Quarterly Reports Identifier</b>	<b>Measure</b>
A 2	Misdemeanor Arrests
A 3	Felony Arrests
B 1	Response time - emergency
B 2	Response time - routine
B 3	Injury reports
C 1	Observable facilities conditions
D 3	Special events
D 4	Responses to facility alarms
D 5	Responses to graffiti or vandalism incidents
H 1	Administrative hearings
H 2	Administrative diversions

### ***Annual Report***

The Annual Report will be due September 1 of each year and shall be for the fiscal year ended June 30. It shall be structured to convey the annual performance measure information and the quarterly reporting measures for the four preceding quarters. It will also include all Clery Act reporting requirements which must be published each year by October 1.

## **Summary of Clery Act**

The **Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act**, codified at 20 USC 1092 (f) as a part of the Higher Education Act of 1965, is a federal law that requires colleges and universities to disclose certain timely and annual information about campus crime and security policies. All public and private institutions of postsecondary education participating in federal student aid programs are subject to it. Violators can be "fined" up to \$25,000 by the U.S. Department of Education, the agency charged with enforcement of the Act and where complaints of alleged violations should be made, or face other enforcement action.

### **Annual Report**

Schools have to publish an annual report every year by October 1st that contains 3 years worth of campus crime statistics and certain security policy statements including sexual assault policies which assure basic victims' rights, the law enforcement authority of campus police and where students should go to report crimes. The report is to be made available automatically to all current students and employees while prospective students and employees are to be notified of its existence and afforded an opportunity to request a copy. Schools can comply using the Internet so long as the required recipients are notified and provided the exact Internet address where the report can be found and paper copies are available upon request. A copy of the statistics must also be provided to the U.S. Department of Education.

### **Crime Statistics**

Each school must disclose crime statistics for the campus, unobstructed public areas immediately adjacent to or running through the campus, and certain non-campus facilities including Greek housing and remote classrooms. The statistics must be gathered from campus police or security, local law enforcement, and other school officials who have "significant responsibility for student and campus activities" such as student judicial affairs directors. Professional mental health and religious counselors are exempt from reporting obligations, but may refer patients to a confidential reporting system which the school has to indicate whether or not it has.

Crimes are reported in the following 7 major categories, with several sub-categories: 1.) Criminal Homicide broken down by a.) Murder and Nonnegligent Manslaughter and b.) Negligent manslaughter; 2.) Sex Offenses broken down by a.) Forcible Sex Offenses (includes rape) and b.) Nonforcible Sex Offenses; 3.) Robbery; 4.) Aggravated Assault; 5.) Burglary; 6.) Motor Vehicle Theft; and 7.) Arson.

Schools are also required to report the following three types of incidents if they result in either an arrest or disciplinary referral: 1.) Liquor Law Violations; 2.) Drug Law Violations; and 3.) Illegal Weapons Possession. If both an arrest and referral are made only the arrest is counted.

The statistics are also broken down geographically into "on campus," "residential facilities for students on campus," noncampus buildings, or "on public property" such as streets and sidewalks. Schools can use a map to denote these areas. The report must also indicate if any of the reported incidents, or any other crime involving bodily injury, was a "hate crime."

### **Access to Timely Information**

Schools are also required to provide "timely warnings" and a separate more extensive public crime log. It is these requirements which are most likely to affect the day to day lives of students. The timely warning requirement is somewhat subjective and is only triggered when the school considers a crime to pose an ongoing "threat to students and employees" while the log records all incidents reported to the campus police or security department.

Timely warnings cover a broader source of reports (campus police or security, other campus officials, and off-campus law enforcement) than the crime log but are limited to those crime categories required in the annual report. The crime log includes only incidents reported to the campus police or security department, but covers all crimes not just those required in the annual report, meaning crimes like theft are included in the log. State crime definitions may be used.

Schools that maintain a police or security department are required to disclose in the public crime log "any crime that occurred on campus...or within the patrol jurisdiction of the campus police or the campus security department and is reported to the campus police or security department." The log is required to include the "nature, date, time, and general location of each crime" as well as its disposition if known. Incidents are to be included within two business days but certain limited information may be withheld to protect victim confidentiality, ensure the integrity of ongoing investigations, or to keep a suspect from fleeing. Only the most limited information necessary may be withheld and even then it must be released "once the adverse effect...is no longer likely to occur."

The log must be publicly available during normal business hours. This means that in addition to students and employees the general public such as parents or members of the local press may access it. Logs remain open for 60 days and subsequently must be available within 2 business days of a request.

**Source: Security on Campus, Inc.**



# LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
COMMUNITY COLLEGE BUREAU

APPENDIX B

COLLEGE: Community College Summary

FISCAL YEAR: 2014-2015

EFFECTIVE DATE: July 1, 2014

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	SERGEANT	10.99	10.99	0.00	
	DEPUTY SHERIFF GENERALIST	19.04	19.04	0.00	
	DEPUTY SHERIFF BONUS LEVEL	9.99	9.99	0.00	
	SECURITY OFFICER	102.00	102.00	0.00	
	CRIME ANALYST	0.99	0.99	0.00	
	OPERATIONS ASSISTANT II	0.99	0.99	0.00	
	LAW ENFORCEMENT TECHNICIAN	1.98	1.98	0.00	
	STATION CLERK II	0.99	0.99	0.00	
	SENIOR CLERK	0.99	0.99	0.00	

REPORT PREPARED BY Sergeant Elsa Avila

DATE: 4/30/2014

SHERIFF APPROVAL: \_\_\_\_\_

DATE: \_\_\_\_\_

BUREAU COMMANDER

COLLEGE APPROVAL: \_\_\_\_\_

DATE: \_\_\_\_\_

AGENT OF COLLEGE TO AUTHORIZE STAFFING LEVEL CHANGES

PROCESSED AT CLEB BY: \_\_\_\_\_

DATE: \_\_\_\_\_

	NO	YES
BILLING MEMO REQUIRED:		
"BLUE" REQUIRED:		
MINUTE PROGRAM:		

REV: 04/14

## LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

APPENDIX B

## LOS ANGELES COMMUNITY COLLEGE DISTRICT

## ESTIMATED CHARGES &amp; SERVICE HOURS

Community College Summary

SERVICE UNITS	UNIT COST	TOTAL UNITS PURCHASED	TOTAL ESTIMATED UNIT COST	LIABILITY @ 3 %	TOTAL COST WITH LIABILITY	YEARLY HOURS PER SERVICE UNIT	ANNUAL GOAL (HOURS)	ANNUAL GOAL (MINUTES)	PERSONNEL REQUIRED
Sergeant	\$ 231,942	10.99	\$ 2,549,042.58	NA	\$ 2,549,042.58	1789	19,861	1,179,667	10.99
Deputy Sheriff Generalist	\$ 176,825	19.04	\$ 3,366,748.00	\$ 101,002.44	\$ 3,467,750.44	1789	34,063	2,043,754	19.04
Deputy Sheriff Bonus Level	\$ 191,863	9.99	\$ 1,916,711.37	\$ 57,501.34	\$ 1,974,212.71	1789	17,872	1,072,327	9.99
Security Officer	\$ 78,719	102.00	\$ 8,029,338.00	\$ 240,880.14	\$ 8,270,218.14	1789	182,478	10,948,680	102.00
Crime Analyst	\$ 111,708	0.99	\$ 110,590.92	NA	\$ 110,590.92	1789	1,771	106,267	0.99
Operations Assistant II	\$ 111,382	0.99	\$ 110,268.18	NA	\$ 110,268.18	1789	1,771	106,267	0.99
Law Enforcement Technician	\$ 93,866	1.98	\$ 185,854.68	\$ 5,575.64	\$ 191,430.32	1789	3,542	212,533	1.98
Station Clerk II	\$ 82,896	0.99	\$ 82,067.04	NA	\$ 82,067.04	1789	1,771	106,267	0.99
Senior Clerk	\$ 76,672	0.99	\$ 75,905.28	NA	\$ 75,905.28	1789	1,771	106,267	0.99
ESTIMATED COST FOR SERVICE UNITS			\$16,426,526.05						
			Liability @ 3% =	\$ 404,959.56					
			TOTAL ESTIMATED COST		\$ 16,831,485.61				
						DEPUTY	34,063	2,043,754	19.04
						DEPUTY, B-1	17,872	1,072,327	9.99
						SERGEANT	19,661	1,179,667	10.99
						SECURITY OFFICER	182,478	10,948,680	102.00
						LAW ENF. TECH	3,542	212,533	1.98
						ALL OTHER CLERICAL	7,084	425,066	3.96

REV: 04/14